

STATE OF NORTH DAKOTA

DEPARTMENT OF HUMAN SERVICES
NORTH CENTRAL HUMAN SERVICE CENTER
400 22ND Ave. NW
Minot, ND 58701

Request For Proposal (RFP)

RFP Title: Therapeutic Community for Chronic Addictive Adults

RFP Number: 325-05-32-013

Date of Issue: *May 9, 2005*

Purpose of RFP: Provide a highly structured living environment for the chronic recidivist individual 18 years or older.

Offerors are not required to return this form.

Procurement Officer: *Jean Burke*
NORTH CENTRAL HUMAN SERVICE CENTER

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01

Purpose of the RFP

The Department of Human Services, North Central Human Service Center, hereafter known as "purchasing agency" is soliciting proposals for a highly structured 10-bed co-ed Therapeutic Community Residential Facility. Six beds will be sleeping rooms, two will one-bedroom apartments, one will an assessment bed and be a detox bed, all to be located at the same facility. We are looking to provide an alcohol and drug free environment for the chronic recidivist individual 18 years or older.

1.02

Contact Person, Telephone, Fax, E-mail

PROCUREMENT OFFICER: Jean Burke
PHONE: 701-857-8506
FAX: 701-857-8555
TTY Users call: 1-800-366-6888 (Relay North Dakota)
E-MAIL: 82burj@state.nd.us

The procurement officer is the point of contact for this RFP. All vendor communications regarding this RFP must be directed to the procurement officer. Unauthorized contact regarding the RFP with other State employees of the purchasing agency may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the state bidders list.

1.03

RFP Schedule

This schedule of events represents the State's best estimate of the schedule that will be followed for this RFP. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- RFP Issued: **May 9, 2005**
- Deadline for receipt of questions and objections related to the RFP: **May 16, 2005**
- RFP Due Date: **June 10, 2005**
- Proposal Evaluation Committee evaluation completed by approximately: **June 17, 2005**
- State issues Notice of Intent to Award a Contract approximately: **June 27, 2005**
- State issues contract approximately: **July 1, 2005**
- Contract start: **August 1, 2005**

1.04

Return Mailing Address and Deadline for Receipt of Proposals

Offerors must submit 3 copies of its proposal in a sealed envelope or package.

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the State before the deadline for receipt. Envelopes or packages must be addressed as follows:

**DEPARTMENT OF HUMAN SERVICES
NORTH CENTRAL HUMAN SERVICE CENTER
Request for Proposal (RFP): Therapeutic Community
RFP Number: 325-05-32-011
400 22nd Ave. SW
Minot, ND 58703**

Proposals must be received by the purchasing agency at the location specified no later than 5:00 P.M., Central Time on June 10, 2005. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication or electronic means. Offerors may fax or electronically transmit signed proposals to a third party who must deliver the proposal to the location indicated above by the date and time designated as the deadline for receipt of proposals.

Offerors assume the risk of the method of dispatch chosen. The State of North Dakota ("State") assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the State. An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

**1.05
Assistance to Offerors with a Disability**

Offerors with a disability that need an accommodation should contact the procurement officer prior to the deadline for receipt of proposals so that reasonable accommodation can be made.

**1.06
Deadline for Receipt of Questions and Objections**

Offerors must carefully review this solicitation, the contract, and all attachments for defects, questionable, or objectionable material. All questions must be in writing and directed to the purchasing agency, addressed to the procurement officer, and cite the subject RFP number. The procurement officer must receive these written requests by the deadline specified in the RFP Schedule of Events to allow issuance of any necessary amendments.

This will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which an award could not be made. Protests based on the content of the solicitation will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, before the time indicated in the Schedule of Events.

If the question may be answered by directing the questioner to a specific section of the RFP, then the procurement officer may answer the question over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make this determination. Oral communications are considered unofficial and non-binding on the State. The offeror must confirm telephone conversations in writing.

**1.07
Approved Vendor Registration Requirements**

North Dakota law requires that every person or entity that desires to bid or submit a proposal for contracts for commodities or services be an approved vendor in order to be placed on the State's bidders list. An offeror that is not registered by the deadline for receipt of proposal will be determined to be non-responsive, and its proposal will be rejected.

To become an approved vendor, offerors must: 1) be registered with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidders List Application to the North Dakota Vendor Registry. Prospective offerors may access the Procurement Vendor Database on-line to verify whether their firm is currently on the bidders list. The bidders list that will be used for this solicitation is commodity code 952-05, 952-62.

The Procurement Vendor Database, registration instructions and forms are available on-line at: <http://www.state.nd.us/csd/spo/vendor-resources.htm>. Contact the North Dakota Vendor Registry at 701-328-2773 or infospo@state.nd.us for assistance.

Field Code Changed

Field Code Changed

1.08

Pre-proposal Conference

No pre-proposal conference will be held for this RFP. Offerors are advised to carefully review the RFP and all attachments and submit all questions to the procurement officer by the deadline indicated for submission of questions in the schedule of events.

1.09

Amendments to the RFP

If an amendment to this RFP is issued, it will be provided to all offerors that were mailed a copy of the RFP and to those that have requested a copy of the RFP from the procurement officer.

SECTION TWO BACKGROUND INFORMATION

2.01

Background Information

North Central Human Service Center (NCHSC) is soliciting proposals for a highly structured 10-bed co-ed therapeutic community residential facility to serve individuals 18 years old and older with a chronic addiction that have high recidivism. Most of the referrals will have been through chemical dependency treatment three or more times and need a structured environment to promote and maintain sobriety. The purpose of the therapeutic community is to assist individuals in achieving the highest level of independent functioning of which they are capable, with movement toward independence and productivity in the community. Emphasis will be on developing and enhancing individual's work habits, leisure time activities, interpersonal relationships, socialization and other aspects of daily living.

Residents will be able to stay up to 18 months before transitioning into independent living. It is preferable to provide a step down facility in which social detox and assessment, sleeping rooms and apartments are available in one facility. This facility must be ADA accessible and meet ADA standards.

The provider will work closely with NCHSC Addiction Unit to provide ongoing structure, supervision and addiction support services designed to enhance the individual's community adjustment. The goal of the program is to decrease time spent in institutions, decrease the severity of their illness, assist them in learning to manage their symptoms, increase their self-esteem, increase their outlook on life, and build a healthy support system.

2.02 Budget

The estimated budget for completion of this project is between \$14,000 and \$15,600 per month. Proposals priced at more than \$376,000 will be considered non-responsive.

SECTION THREE SCOPE OF WORK

3.01 Overview

North Central Human Service Center (NCHSC) is soliciting proposals for a highly structured 10-bed co-ed Therapeutic Community Residential Facility. Six beds will be sleeping rooms, two will be one-bedroom apartments, one will be an assessment bed and will be a detox bed, all to be located at the same facility. We are looking to provide an alcohol and drug free environment for the chronic recidivist individual 18 years or older. Placement can be up to 18 months. This facility must be ADA accessible and meet ADA standards.

The purpose of the therapeutic community is to assist individuals in achieving the highest level of independent functioning of which they are capable, with movement toward independence and productivity in the community.

The program will provide ongoing structure, supervision and addiction support services designed to enhance the individual's community adjustment and will decrease time spent in institutions, decrease the severity of their illness, assist them in learning to manage their symptoms, increase their self-esteem, increase their outlook on life, and build a healthy support system. Emphasis will be on developing and enhancing individual's work habits, leisure time activities, interpersonal relationships, socialization and other aspects of daily living.

All residents will have a Case Manager Addiction Counselor from North Central Human Service Center. The Addiction Counselor will provide on-site therapeutic groups five hours per week. They will assist in arranging appointments at North Central Human Service Center with the psychiatrists for medication, if needed. The Addiction Counselor will work with the Program Coordinator in all facets of the therapeutic process. The Addiction Counselor will provide the treatment plans and document the client's progress or lack of progress.

The Therapeutic Community will have one assessment bed and one detoxification bed. The assessment bed will provide an intake/treatment plan time for staff to assess the individual's motivation, get adjusted to the community and read and sign the residential handbook and community rules.

The detoxification bed will be used if someone should relapse and would not be in need of medical detox. They would be socially detoxed and then transferred to the assessment bed to further assess motivation and appropriateness for the community.

Social detox will adhere to North Dakota Administrative Code Chapter 75-09.1-08. This is ASAM Placement Level III.2-D

Definitions

"ASAM patient placement criteria" means the second edition, revised, of the patient placement criteria of the American Society of Addiction Medicine.

"Chronic" means diagnosed chemical dependency or severe and persistent mental illness as described in the DSM-IV TR and characterized by long duration and progression of symptoms, frequent recurrence or relapse, and a prognosis that indicates continuous clinical care or support or both to maintain stability and remission or reduction of symptoms.

“Chronic care and maintenance services” means outpatient services necessary and appropriate to assist a client who is chronically chemically dependent or chronically mentally ill or both to maintain stability and live in the community as independently as possible. Such services include professionally-directed case management, psychiatric care, support services, monitored medication administration, professional addiction counseling, mental health counseling and mental health and addiction residential services.

Therapeutic Community – means a treatment program characterized by reliance on the treatment community as a therapeutic change agent. The goals of treatment are abstinence from substance use and antisocial behavior and effecting a global change in the participant’s lifestyles, attitudes and values. The defining characteristics of these residents are found in their emotional, behavioral and cognitive conditions as in ASAM dimension three and in their recovery environment ASAM dimension six. For some residents, treatment must be considered habilitative rather than rehabilitative addressing the resident’s educational and vocational deficits as well as his or her socially dysfunctional behavior.

Residential Treatment Team- means multidisciplinary staff who make decisions regarding admissions, treatment, training, and disposition of clients in the community residential service.

Social Detoxification- means detoxification in an organized residential, non-medical setting, delivered by appropriately trained staff who provide safe, 24 hour monitoring, observation, and support in a supervised environment for clients to achieve initial recovery from the effects of alcohol or other drugs. Social detoxification is characterized by its emphasis on peer and social support. This level provides care for clients whose intoxication/withdrawal signs and symptoms are sufficiently severe to require 24-hour structure and support but the full resources of medically monitored inpatient detoxification are not necessary. Refer to DHS Licensure Chapter 75-09-08 at:
<http://www.state.nd.us/humanservices/info/rules/index.html>

State-Furnished Property/Services

The North Central Human Service Center Addiction Unit will screen all referrals, admissions and discharges for appropriateness.

The North Central Human Service Center Addiction Staff will provide case management, group therapy (on site), and individual therapy.

Description of Specific, Results-Oriented Tasks

- Provisions for community based residential services that will be 24-hour awake staff providing client supervision.
- Provisions for one social detox bed, one assessment bed and eight residential beds.
- Provisions for a structured, safe, and alcohol and drug free environment.
- Five hours of group therapy on site. May include program coordinator or community staff.
- Provisions for individuals to receive assistance in securing their own transportation.
- Support a goal of abstinence and the 12 Step philosophy of recovery.
- All staff are to be trained in social detoxification, CIWA Assessment Scale, and be CPR certified.
- Provisions for recording and monitoring of client’s medications and client’s activities while at the community including sign in and out records.
- Provisions for random drug and alcohol testing. North Central Human Service Center staff will supply tests.

Quality Assurance

NCHSC will review the progress of clients per chart audit and treatment plan review. DHS Licensure Review Team will review the residential component of the Addiction Unit every two years.

3.02

Location of Work

The work is to be performed, completed and managed in the Minot community. The State will not provide workspace for the contractor.

3.03

Prior Experience

In order for offers to be considered responsive, offerors must meet the minimum prior experience requirements. An offeror's failure to meet these minimum prior experience requirements will cause its proposal to be considered non-responsive and its proposal will be rejected. The minimum experience requirements are: The offeror must demonstrate past experience in the delivery of residential services for adults with substance abuse. The offeror must briefly describe their programs that currently provide residential services and goals of the therapeutic milieu. The offeror must identify the offeror's role in the community as well as any history of any services that clearly defines the offeror's capacity to provide community based residential services.

3.04

Required Licenses

At the time specified by the deadline for submission of proposals, the offeror must have and keep current any professional licenses and permits required by federal, state, and local laws for performance of this contract. Offerors that do not possess required licenses at the time proposals are due will be determined non-responsive.

- Residential staff need to be medication assistant I certified through the North Dakota Board of Nursing.
- Trained in behavior management techniques, including crisis management and techniques of nonviolent crisis intervention.
- Trained by a qualified instructor about social detoxification program and provider criteria. Refer to DHS Licensure 75-09.1.08. [Administrative Rules: Publications/Research: Department of Human Services: State of North Dakota](#)
- Providers must meet the licensing requirements of the Department of Human Services for residential treatment. Refer to DHS Licensure NDAC ch. 75-05-03-08.
- Residential staff person must have the overall ability to relate to and engage with clients who have both mental illness and chemical dependency.
- Program Director will be required to have a College Degree in Addiction, Psychology, Social Work, or Criminal Justice and have significant knowledge of addiction issues.
- Residential staff must not be previous residents of a resident program of North Central Human Service Center until one year from the date of their discharge from the facility.

3.05

Federal Requirements

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract. **See Section 7.04 Offeror's Certification.**

3.06

Contract Schedule

This schedule of events represents the State's best estimate of the contract schedule that will be followed. If a component of this schedule, such as the award date, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate contract schedule is as follows:

- Contract start: **August 1, 2005**

- First contractor work period: **23 months**
- Review of report by State: Occupancy and budget will be done monthly and reviewed quarterly by the NCHSC Quality Assurance Committee.

SECTION FOUR GENERAL CONTRACT INFORMATION

4.01

Contract Term and Renewal Options

The State intends to enter into a contract with an effective date beginning August 1, 2005 and ending June 30, 2007. This contract may be renewed upon satisfactory completion of the initial contract term. The state reserves the right to renew this contract under the same terms and conditions for a period of 24 months. This contract will not automatically renew. The State will provide written notice to the contractor of its intent to renew this contract at least 90 days before the scheduled contract expiration date.

4.02

Standard Contract Provisions

The successful offeror will be required to sign and submit the contract attached to this RFP (Attachment A). The contractor must comply with the contract provisions set out in this attachment. Any objections to the contract provisions must be set out in the offeror's proposal. No alteration of these provisions will be permitted without prior written approval from the purchasing agency.

Offerors are instructed to contact the procurement officer in writing by the deadline set for questions with any concerns regarding the contract provisions.

4.03

Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

4.04

Additional Terms and Conditions

The State reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

4.05

Supplemental Terms and Conditions

Proposals including supplemental terms and conditions may be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the State's right's under any contract resulting from the RFP will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- (a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

4.06

Contract Approval

This RFP does not, by itself, obligate the State. The State's obligation will commence when the purchasing agency approves the contract. Upon written notice to the contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

4.07

Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project manager designated by the State will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of amendments.

The contractor will not commence additional work until the project director has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the purchasing agency.

4.08

Taxes and Taxpayer Identification

The contractor must provide a valid Vendor Tax Identification Number as a provision of the contract.

The State is not responsible for and will not pay local, state, or federal taxes. The State sales tax exemption number is E-2001, and certificates will be furnished upon request by the purchasing agency.

A contractor performing any contract, including service contracts, for the United States Government, State of North Dakota, counties, cities, school districts, park board or any other political subdivisions within North Dakota is not exempt from payment of sales or use tax on material and supplies used or consumed in carrying out contracts. In these cases, the contractor is required to file returns and pay sales and use tax just as required for contracts with private parties. Contact the North Dakota Tax Department at 701-328-3470 or visit its website at www.ndtaxdepartment.com for more information.

Field Code Changed

A contractor performing any contract, including a service contract, within North Dakota is also subject to the corporation income tax, individual income tax, and withholding tax reporting requirements, whether the contract is performed by a corporation, partnership, or other business entity, or as an employee of the contractor. In the case of employees performing the services in the state, the contractor is required to withhold state income tax from the employees' compensation and remit to the state as required by law. Contact the North Dakota Tax Department at 701-328-3125 or visit its web site for more information

4.09

Proposed Payment Procedures

The State will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and the project director has approved invoice.

The State will not make any advanced payments before performance by the contractor under this contract.

4.10

Right to Inspect Place of Business

At reasonable times, the State may inspect those areas of the contractor's place of business that are

related to the performance of a contract. If the State makes an inspection, the contractor must provide reasonable assistance.

4.11

Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager designated by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the project manager determine that corrections or modifications are necessary in order to accomplish its intent, the project manager may direct the contractor to make changes. The contractor will not unreasonably withhold changes.

Substantial failure of the contractor to perform the contract may cause the State to terminate the contract. In this event, the State may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

4.12

Termination for Default

If the project manager designated by the purchasing agency determines that the contractor has refused to perform the work or has failed to perform the work with diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

SECTION FIVE EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100

5.01

Understanding of the Project

Five Percent (5%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

- [a] Has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] Has the offeror demonstrated an understanding of the deliverables the State expects it to provide?
- [d] Has the offeror demonstrated an understanding of the State's time schedule and can meet it?
- [e] Is the proposal submitted responsive to all material requirements in the RFP?

5.02

Methodology Used for the Project

Twenty Percent (20%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

- a] Does the methodology depict a logical approach to fulfilling the requirements of the RFP?
- [b] Does the methodology match and achieve the objectives set out in the proposal?
- [c] Does the methodology interface with the time schedule in the proposal?
- [d] Does the methodology have provisions for quality assurance?

5.03

Management Plan for the Project

Twenty Percent (20%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

- [a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- [b] How well is accountability completely and clearly defined?
- [c] Is the organization of the project team clear?
- [d] How well does the management plan illustrate the lines of authority and communication?
- [e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- [f] Does it appear that offeror can meet the schedule set out in the RFP?
- [g] Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- [h] Is the proposal practical, feasible, and within budget?

5.04

Experience and Qualifications

Fifteen Percent (15%) of the total possible points will be assigned to this criterion.

If the RFP required a minimum amount of experience or qualifications, no points will be awarded for meeting the minimum. Points will be awarded for experience and qualifications that exceed the stated minimums. Proposals will be evaluated against the questions set out below:

- [a] Do the individuals assigned to the project have experience on similar projects?
- [b] How extensive is the applicable education and experience of the personnel designated to work on the project?
- [c] Has the firm demonstrated experience in completing similar projects on time and within budget?
- [d] How successful is the general history of the firm regarding timely and successful completion of projects?

5.05

Contract Cost

Forty Percent (40%) of the total possible evaluation points will be assigned to cost.

Any prompt payment discounts terms proposed by the offeror will not be considered in evaluating cost. The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be evaluated according to the method set forth in the Proposal Evaluation form attached to this RFP.

5.06

Site Inspection Of Offeror's Facility

The State may conduct on-site visits to the offeror's firm or offeror's customer where comparable service is being performed to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the State reasonable access to relevant portions of its work sites. Individuals designated by the purchasing agency will conduct the site inspection at the State's expense.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01

Proposal Format and Content

The State discourages overly lengthy and costly proposals; however, in order for the State to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

6.02

Introduction

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the State should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP. The proposal must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota).

Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

6.03

Understanding of the Project

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project, deliverables, project schedule, and contract terms and conditions. Offerors must also identify any pertinent issues and potential problems related to the project.

6.04

Management Plan for the Project

Offerors must provide comprehensive narrative statements that set out the management plan it intends to follow and illustrate how the plan will serve to accomplish the work and furnish the deliverables described in the scope of work within the State's project schedule. Offerors must provide a narrative or organizational chart that describes the organization of the project team. The organizational chart must illustrate the lines of authority, designate the individual responsible and accountable for the completion of each component and deliverable of the RFP, and indicate where the work will be performed.

6.05

Experience and Qualifications

Offerors must describe the experience of their firm in completing similar projects. Additionally, offerors must information specific to the personnel assigned to accomplish the work called for in this RFP. Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- (a) title;
- (b) resume;
- (c) description of the type of work the individual will perform; and
- (d) the number of estimated hours for each individual named above.

If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

6.06 Cost Proposal

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

All costs associated with the contract must be stated in U.S. currency. Any commodities being imported must be identified, and the price must include any applicable customs, brokerage agency fees, and duties.

Offerors must complete cost proposal attached to this RFP or prepare a cost proposal following the same format.

6.07 Required Enclosures

Offerors must provide all documents, samples, or other information specifically required in this RFP.

SECTION SEVEN STANDARD PROPOSAL INFORMATION

7.01 Authorized Signature

An individual authorized to bind the offeror to the provisions of the RFP must sign all proposals.

7.02 State Not Responsible for Preparation Costs

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

7.03 Conflict of Interest

Offerors must disclose any instances where the firm or any individuals working on the contract has a

possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota). The State reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the offeror's proposal. The State's determination regarding any questions of conflict of interest is final.

7.04

Offeror's Certification

By signature on the proposal, an offeror certifies that it complies with:

- a) the laws of the State of North Dakota;
- b) North Dakota Administrative Code;
- c) all applicable local, state, and federal laws, code, and regulations;
- d) the applicable portion of the Federal Civil Rights Act of 1964;
- e) the Equal Employment Opportunity Act and the regulations issued by the federal government;
- f) the Americans with Disabilities Act of 1990 and the regulations issued by the federal government;
- g) all terms, conditions, and requirements set forth in this RFP;
- h) a condition that the proposal submitted was independently arrived at, without collusion;
- i) a condition that the offer will remain open and valid for the period indicated in this solicitation; and
- j) a condition that the firm and any individuals working on the contract do not have a possible conflict of interest (e.g. employed by the State of North Dakota).

If any offeror fails to comply with the provisions stated in this paragraph, the State reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

7.05

Amendments to Proposals and Withdrawals of Proposals

Offerors may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the State's request. After the deadline, offerors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the State may retain the offeror's bid bond or other bid type of bid security, if one was required.

7.06

Disclosure of Proposal Contents and Compliance with North Dakota Open Records Laws

All proposals and other material submitted become the property of the State and may be returned only at the State's option. All proposals and related information, including detailed cost information, are exempt records and will be held in confidence until an award is made, in accordance with N.D.C.C. § 54-44.4-10(2).

Offerors may make a written request that trade secrets and other proprietary data contained in proposals be held confidential. Material considered confidential by the offeror must be clearly identified, and the offeror must include a brief statement that sets out the reasons for confidentiality. See the North Dakota Office of the Attorney General website for additional information.

<http://www.ag.state.nd.us/OpenRecords/ORM.htm>

After award, proposals will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer, in consultation with the Office of the Attorney General, will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately.

7.07

Evaluation of Proposals

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. The procurement officer or an evaluation committee will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with offerors determined to be reasonable for award and any demonstrations, oral presentations, or site inspections, if required in this RFP.

7.08

Right of Rejection

The State reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The procurement officer may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the State. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The procurement officer may waive minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are insignificant, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision,

The State reserves the right to reject any proposal determined to be not responsive, and to reject the proposal of an offeror determined to be not responsible. The State also reserves the right to refrain from making an award if it determines it to be in its best interest.

7.09

Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

7.10

Discussions and Best and Final Offers

The State may conduct discussions or request best and final offers with offerors that have submitted proposals determined to be reasonably susceptible for award. The State is not obligated to do so, therefore, vendors should submit their best terms (cost and technical). The purpose of these discussions is to ensure full understanding of the requirements of the RFP and the offeror's proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the proposal evaluation committee. If modifications to the proposal are made as a result of these discussions, the

modifications must be put in writing.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made.

7.11

Preference Laws

The preference given to a resident North Dakota offeror will be equal to the preference given or required by the state of the nonresident bidder. A "resident" North Dakota bidder, offeror, seller, or contractor is one that has maintained a bona fide place of business within this State for at least one year prior to the date on which a contract was awarded. For a listing of state preference laws, visit the following website: http://tpps.das.state.or.us/purchasing/pref-law/reciprocal_detail.php or contact the North Dakota State Procurement Office at 701-328-2683.

Field Code Changed

7.12

Contract Negotiation

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

If contract negotiations are commenced, they will be held:

**North Central Human Service Center
400 22nd Ave. NW
Minot, ND 58703**

If contract negotiations are held, the offeror will be responsible for all cost including its travel and per diem expenses.

7.13

Failure to Negotiate

If the selected offeror:

- fails to provide the information required to begin negotiations in a timely manner;
- fails to negotiate in good faith;
- indicates it cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the State, after a good faith effort, cannot come to terms,

the State may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

7.14

Notice of Intent to Award - Offeror Notification of Selection

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award and send copies to all offerors. The Notice of Intent Award will set out the names and addresses of all offerors and identify the proposal selected for award. The scores and placement of other offerors will not be part of the Notice of Intent to Award.

The successful offeror named in the Notice of Intent to Award is advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful offeror and the State sign the contract.

7.15

Protest and Appeal

North Dakota law provides that an interested party may protest a solicitation.

If an interested party wishes to protest the content of this RFP, the protest must be received, in writing, by the procurement officer at least seven calendar days before the deadline for receipt of proposals.

An interested party may protest the award or proposed award of a contract.

If an offeror wishes to protest the award of a contract or proposed award of a contract, the protest must be received, in writing, by the procurement officer within seven calendar days after the date the Notice of Intent to Award was issued.

SECTION EIGHT ATTACHMENTS

8.01 Attachments

- A. [Contract Template](#) (123kb pdf)
- B. [Cost Proposal Format](#) (61kb pdf)